



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

**DIGEST OF OTHER RECENT VIRGINIA DECISIONS.**

---

**Supreme Court of Appeals.**

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

---

**SCOTT v. DOUGHTY.**

June 16, 1921.

[107 S. E. 729.]

**1. Costs (§ 230\*)—Statute Held to Embrace Only Costs in Trial Court, and Appellant Entitled to Costs of Those Appeals in Which She Prevailed.**—Code 1919, § 3525, providing that, except where otherwise provided, the party for whom final judgment is given in an action shall recover his costs against the opposite party, embraces only costs in the trial court, and has no reference to costs in the appellate court; it being "otherwise provided" with respect to costs in the appellate court in section 3528, which provides that costs shall be recovered by the party substantially prevailing, and where plaintiff obtained three verdicts and judgments in the trial court, and the first two were reversed on appeal, but the third affirmed, the defendant was entitled to costs on the first two appeals, and the plaintiff to her costs in the trial court on all three trials and on the third appeal.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 608.]

**2. Interest (§ 22 (9)\*)—Costs Do Not Bear Interest.**—Court costs do not bear interest.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 632.]

**3. Costs (§ 3\*)—Allowance Depends upon Statute.**—The allowance of court costs depends entirely upon statute; no costs being allowed in any common law case.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 607.]

**4. Appeal and Error (§ 1175 (1)\*)—Judgment Reversed, and One Entered in Favor of Complaining Party.**—Where it appeared upon appeal that plaintiff was entitled to recover a certain sum and that defendant was entitled to a certain set-off, a judgment for defendant for the amount of the set-off and against the plaintiff for the amount claimed by him was reversed, and judgment entered in favor of plaintiff for the difference, under Code 1919, § 6365.

Error to Circuit Court, Northampton County.

Action in the form of a motion for judgment by Marion Scott against Willietta Doughty. Judgment for defendant, and

---

\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

plaintiff brings error. Reversed, and final judgment for plaintiff.

*Jas. E. Heath*, of Norfolk, for plaintiff in error.

*Jno. E. Nottingham*, of Franktown, and *Benj T. Gunter*, of Accomac, for defendant in error.

---

GEORGE H. RUCKER & CO. *v.* GLENNAN.

June 16, 1921.

[107 S. E. 725.]

**1. Brokers (§ 10\*)—Contract Held Mere Contract of Agency Not Coupled with Interest.**—A contract whereby the owner of realty was to plat it into lots, which were to be offered for sale by a broker, the owner to receive a minimum net amount after deduction of expenses, "the lots to be sold at prices to be agreed upon, with a minimum installment price of \$200 and a minimum cash price of not less than \$150," held a mere contract of agency for the sale of lots not coupled with an interest.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 280.]

**2. Brokers (§ 10\*)—Principal Has Power of Revoking Contract for Sale of Realty Not Coupled with Interest.**—As to contracts for the sale of real estate not coupled with an interest, the principal has the power of revocation.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 280.]

**3. Brokers (§ 10\*)—Principal May Revoke Contract of Agent without Liability, unless "Coupled with an Interest."**—Whether a principal has the right to terminate his relations with his agent without liability depends on the contract, and if the agent holds at will the contract may be revoked at any time, with or without reason, unless coupled with an interest, or unless the agent has proceeded with the performance of his contract; the expression "coupled with an interest" meaning a writing creating, conveying to, or vesting in the agent an interest in the estate or property which is the subject of the agency, as distinguished from the proceeds or profits resulting from the exercise of the agency, and the agent's compensation is not such an interest.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 638.]

**4. Brokers (§ 10\*)—Unauthorized Revocation Held to Subject Principal to Action for Damages.**—Where a contract between a broker and his principal had been entered into for the subdivision and sale of lots, the contract to be subject to termination if a sufficient number of lots were sold to justify the continuance of the agreement, revocation by the principal after a considerable number of lots was sold held a breach of the contract for which an action for damages would lie.